

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 200091161.01
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient name (which must match the registered name in DUNS): Pinellas County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 055200216
3. Federal Award Identification Number (FAIN): GNTSP20FL0091
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): November 11, 2019
5. Subaward Period of Performance:

Effective Date: January 31, 2020

Project Completion Date: September 30, 2026

6. Amount of Federal Funds Obligated by this action: \$1,237,121.00
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,160,000.00
8. Total Amount of the Federal Award Subject to this Agreement: \$1,237,121.00
9. Federal award project description:

The scope of work for this Project 1 consists of the dredging of approximately 900,000 cubic yards of nutrient-enriched organic sediments (approximately 100,000 cubic yards funded from the Spill Impact Component) from Lake Seminole, an impounded coastal lake in west-central Pinellas County, in order to: (1) improve water quality and ecological conditions in the lake; and (2) reduce downstream nutrient loads to Boca Ciega Bay, a segment of the Tampa Bay estuarine system; and (3) increase seagrass coverage in Long Bayou and Boca Ciega Bay by improving estuarine water clarity.

10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity –

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

11. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program
12. Identification of whether the award is for research and development (R&D): No
13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the “Consortium”) and **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNTSP20FL0091 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”). Collectively, the Consortium and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 1113-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan (“FSEP”) was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 16-1 consists of the dredging of approximately 900,000 cubic yards of nutrient-enriched organic sediments (approximately 100,000 cubic yards funded from the Spill Impact Component) from Lake Seminole, an impounded coastal lake in west-central Pinellas County, in order to: (1) improve water quality and ecological conditions in the lake; and (2) reduce downstream nutrient loads to Boca Ciega Bay, a segment of the Tampa Bay estuarine system; and (3) increase seagrass coverage in Long Bayou and Boca Ciega Bay by improving estuarine water clarity; and

WHEREAS, on November 20, 2019, the Consortium and the RESTORE Council entered Financial Assistance Award FAIN No. GNTSP20FL0091 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 16-1, as further described in such Financial Assistance Award and the attachments thereto (the “Project”); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNTSP20FL0091 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNTSP20FL0091, attached hereto as **Attachment A** (hereinafter the “Financial Assistance Award” or “Award”), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council’s Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter “Special Award Conditions”); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until September 30, 2026 (the “Project Completion Date”), except that the provisions contained within Sections 7, 10, 11, and 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of **\$1,160,000.00** for

completion of the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon

certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds subject to the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources> and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. Final Project Report. Within forty-five (45) days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

"This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five (5) year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within thirty (30) days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 691-73, F.A.C., and, 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

3. Failure to respond to a Consortium request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Consortium may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to

this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the Consortium. Within six (6) months after receipt of the Subrecipient's audit report, the Consortium shall issue a decision on any audit findings contained within the report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the Consortium, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000.00 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000.00 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the "Recused Entities") are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and

its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within forty-five (45) days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;

2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000.00, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled “Conflict of Interest” in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient’s performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

Robert Burnes
Pinellas County
Environmental Management
22211 US Hwy 19, Bldg 10
Clearwater FL, 33765
Phone (727) 453-3149
rburnes@pinellascounty.org

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or

security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website:

[https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

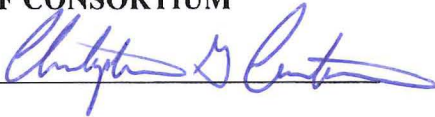
C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.


GULF CONSORTIUM

By: 

CHRISTOPHER G. CONSTANCE, CHAIR
Print Name and Title

Date: January 31, 2020

PINELLAS COUNTY, FLORIDA

By: 
Pat Gerard, Chairman


Date: 1-28-20

ATTEST:

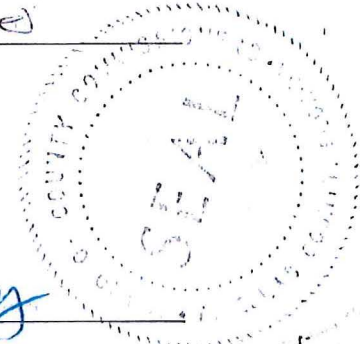
By: 

JANINA M. STAMOULIS
Print Name and Title

ATTEST: Ken Burke, Clerk

By: 
Deputy Clerk

Date: 1-28-2020



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Attorney

ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

FPL GRANT SEP GRANT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER (FAIN)
GNTSP20FL0091

RECIPIENT NAME
Gulf Consortium

RECIPIENT UNIQUE ENTITY IDENTIFIER (DUNS)
079937065

STREET ADDRESS
165 Lincoln Avenue

PERFORMANCE START DATE PERFORMANCE END DATE
2/19/2019 to 9/30/2026

CITY, STATE, ZIP CODE
Winter Park, FL 32789-3877

FEDERAL FUNDS OBLIGATED (TOTAL AWARD AMOUNT)
\$1,237,121.00

AUTHORITY
33 U.S.C. 1321(t)(3) and 40 CFR Part 1800

NON-FEDERAL SHARE OF COST
\$0.00

CFDA NO. AND NAME
87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

TOTAL ESTIMATED COST OF PROJECT/PROGRAM
\$1,237,121.00

PROJECT/PROGRAM TITLE
16-1: Lake Seminole Sediment Removal

This Award Document (Form GCC-7700) signed by the Authorized Official constitutes an obligation of Federal funding. By signing this Form GCC-7700, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, this Form GCC-7700 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII

ABSTRACT/PURPOSE OF GRANT:

Lake Seminole is an impounded coastal lake, located in west central Pinellas County, Florida. The lake has experienced decades of water quality decline and has been the subject of large-scale restoration for nearly ten years. The Lake Seminole Sediment Removal project involves the dredging of approximately 900,000 cubic yards of nutrient-enriched organic sediments (approximately 100,000 cubic yards funded from the Spill Impact Component) from an impounded coastal lake to: (1) improve water quality and ecological conditions in the lake; and (2) reduce downstream nutrient loads to Boca Ciega Bay, a segment of the Tampa Bay estuarine system. The project is a joint effort between Pinellas County, the Southwest Florida Water Management District (SWFWMD), and the Florida Department of Environmental Protection (FDEP) and the entire project cost is estimated to be \$18,860,000. This dredging and monitoring portion of the project associated with this application totals \$1,237,121.

PROJECT/PROGRAM TITLE
 16-1: Lake Seminole Sediment Removal

PROJECT- OR PROGRAM-SPECIFIC INFORMATION

- | | | |
|---|--|---|
| <input type="checkbox"/> PLANNING | <input checked="" type="checkbox"/> IMPLEMENTATION | <input type="checkbox"/> SEP ONLY – INCLUDES INFRASTRUCTURE |
| <input type="checkbox"/> TECHNICAL ASSISTANCE | <input type="checkbox"/> IMPLEMENTATION - CONSTRUCTION | <input type="checkbox"/> OTHER – DESCRIBE |
|
 | | |
| <input checked="" type="checkbox"/> PRE-AWARD COSTS – APPROVED AMOUNT: \$4,887.50 | | |
| <input type="checkbox"/> RECIPIENT’S NEGOTIATED INDIRECT COSTS RATE (NICRA): N/A | | |
| <input type="checkbox"/> INDIRECT COSTS APPLIED TO AWARD: | | |

Note: Administrative costs, including allowable indirect costs, are limited to 3% of amounts received under the RESTORE Act (33 U.S.C. 1321(t)(1)(B)(iii)). Any change in the Total Award Amount may result in a change to the amount of approved indirect costs subject to the 3% administrative cost limitation.

ATTACHMENTS

- | | |
|---|--|
| <input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS | <input checked="" type="checkbox"/> CASH DRAWDOWN FORECAST SCHEDULE |
| <input checked="" type="checkbox"/> FUNDING AUTHORIZATION | <input checked="" type="checkbox"/> KEY MILESTONES CHART |
| <input checked="" type="checkbox"/> REPORTING SCHEDULE | <input checked="" type="checkbox"/> APPROVED METRICS |
| <input checked="" type="checkbox"/> DESCRIPTION OF WORK TO BE PERFORMED | <input checked="" type="checkbox"/> OBSERVATIONAL DATA PLAN |
| <input checked="" type="checkbox"/> BUDGET NARRATIVE | <input checked="" type="checkbox"/> PRELIMINARY DATA MANAGEMENT PLAN |
| <input checked="" type="checkbox"/> BUDGET DETAIL SCHEDULE | <input type="checkbox"/> OTHER: |

RECIPIENT CONTACT INFORMATION

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 Gulf Coast Ecosystem Restoration Council
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The Council Grants Management Specialist is responsible for the negotiation, award and administration of this grant and the interpretation of grants administration policies and provisions. The Director of Policy and Environmental Compliance is responsible for the scientific, programmatic and technical aspects of this grant. These individuals work together in overall grant administration. Prior approval requests (signed by the Recipient Authorized Official) should be submitted in writing to the Grants Management Specialist.

GULF COAST ECOSYSTEM RESTORATION COUNCIL AUTHORIZED OFFICIAL		RECIPIENT AUTHORIZED OFFICIAL	
NAME Ben Scaggs		NAME Warren Yeager	
TITLE Executive Director		TITLE Chair, Florida Gulf Consortium	
SIGNATURE BENJAMIN SCAGGS Digitally signed by BENJAMIN SCAGGS		SIGNATURE	
FEDERAL AWARD DATE SCAGGS Date: 2019.11.12 08:05:03 -06'00'		DATE	

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on October 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the Award, with a final performance report that summarizes the activities and findings of the Award due 90 calendar days after the end of the period of performance. This Special Award Condition (SAC) supersedes Section B.01.c of the RESTORE Council Financial Assistance Standard Terms & Condition's (ST&C's), dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Review of Drawdowns

The recipient agrees to receive award funds through a reimbursement payment method and to provide the Council Grants Office with documentation supporting each drawdown through the Automated Standard Application for Payments (ASAP) system (ASAP.gov) concurrent with making the draw. The recipient will receive reimbursement through a two-step process:

- a. Request reimbursement of funds through ASAP; and
- b. Within 24 hours of drawing funds through ASAP, submit documentation that supports all costs incurred for Council Grants Office review through RAAMS (<https://raams.restorethegulf.gov>) or any successor system. At a minimum, the following documentation, as applicable, must be provided:
 - *Summary* of costs for which approval is requested, including amount in each applicable budget object class;
 - *Invoice* – for any cost item procured by the recipient or billed by a subrecipient or contractor;
 - *Other supporting documentation* – for any cost item that the recipient incurs directly (for example, time sheets to support personnel costs); and
 - Summary report from ASAP documenting the drawdown.

The documentation must clearly designate each item of cost for which approval is requested and show a clear relationship to the approved scope of work and budget of the award.

Review of the Consortium's payments will be required until the Consortium demonstrates that the quality of its financial management systems and its ability to meet the management standards prescribed fulfill the requirements set forth in 2 CFR 200.205.

4. Non-Duplicative Use of RESTORE Act Funds – Sediment Removal Documentation

The recipient shall provide the Council with documentation identifying the timing during which sediment removal will occur using the funding approved in this award, as well as the location within Lake Seminole of such sediment removal. The recipient shall also provide documentation showing the timing and location of sediment removal that is part of the overall sediment removal project funded by other sources. The purpose is to ensure that the sediment removal funded under this award is distinct from sediment removal funded through other sources. Before drawing down federal funds in the amount of \$1,000,000 for construction (dredging), the recipient shall provide the requested documentation to the Council and receive written confirmation that the Council has determined that the documentation is satisfactory.

5. Bonding

For construction contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

6. Updates to the Observational Data Plan

The recipient will update the project’s Observational Data Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)”, or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in RAAMS. The recipient must deliver updated plans to the Council at least annually until all “N/A”, “TBD”, and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

7. Updates to the Data Management Plan

The recipient will update the project’s Data Management Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)”, or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all “N/A”, “TBD”, or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to closeout of the award.

8. Observational Data Management and Delivery

- a. **Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- b. **Timeliness:** Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- c. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. **Failure to Share Data:** Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,237,121.00			\$1,237,121.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	4/30/2020
Financial Report	10/30/2020
Performance Report	10/30/2020
Financial Report	4/30/2021
Financial Report	10/30/2021
Performance Report	10/30/2021
Financial Report	4/30/2022
Financial Report	10/30/2022
Performance Report	10/30/2022
Financial Report	4/30/2023
Financial Report	10/30/2023
Performance Report	10/30/2023
Financial Report	4/30/2024
Financial Report	10/30/2024
Performance Report	10/30/2024
Financial Report	4/30/2025
Financial Report	10/30/2025
Performance Report	10/30/2025
Financial Report	4/30/2026
Final Report	12/29/2026

DESCRIPTION OF WORK TO BE PERFORMED

PROJECT TITLE: 16-1: Lake Seminole Sediment Removal

EGID: 91

ANTICIPATED START DATE: 2/19/2019

FUNDING REQUESTED: \$1,237,121.00

PROPOSED END DATE: 9/30/2026

Project Narrative

Project Title – 16-1: Lake Seminole Sediment Removal

Methodology / Approach

The purpose of the Lake Seminole Sediment Removal Project is to remove approximately 900,000 cubic yards (approximately 100,000 cubic yards funded by Spill Impact Component) of organic and nutrient enriched sediments from the bottom of Lake Seminole, and to monitor nutrient loads to quantify sediment removal impacts. The objectives of the project are to: (1) reduce nutrient concentrations and improve water quality in Lake Seminole; (2) reduce nutrient loads discharged from Lake Seminole to Long Bayou and Boca Ciega Bay, a segment of the Tampa Bay estuarine system; and (3) increase seagrass coverage in Long Bayou and Boca Ciega Bay by improving estuarine water clarity.

Lake sediment removal will be accomplished using a hydraulic dredge with the dredged spoil material being pumped to a Pinellas County–owned upland 30-acre dredged material management area (DMMA) along the east side of the lake. Dredging will be conducted in stages over approximately 3 years to allow for managed on-site spoil dewatering and stockpiling. The dewatered spoil will be retained on-site in the DMMA. Post-project, the area will be capped with sand and considered for multi-use recreational fields or other public uses.

Pinellas County will act as the sub-recipient of the award and the principal in charge of conducting the project. The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) are leveraged funding agencies (Table 1). The DMMA construction and dredging of the lake will be conducted by Gator Dredging.

Table 1. Roles and Responsibilities

Organization/ Agency/ Company	Role	Duties
<i>Gulf Consortium</i>	<i>Grant recipient</i>	<i>Prepare/submit grant application, request reimbursement payments, manage and monitor grant subrecipients, and other general project oversight tasks.</i>
<i>Pinellas County</i>	<i>Gulf Consortium State Expenditure Plan Subrecipient</i>	<i>Due diligence, Oversight of Project, Project Owner</i>
<i>SWFWMD</i>	<i>Leveraged funds</i>	<i>Additional Funds provided for the project through Cooperative Funding Initiative</i>
<i>FDEP</i>	<i>Leveraged funds</i>	<i>Additional funds</i>
<i>Gator Dredging</i>	<i>Pinellas County Contractor</i>	<i>Construction of DMMA, Dredging of Lake</i>

- Location (Where) - The project site is Lake Seminole located in west-central Pinellas County within unincorporated County and the cities of Seminole and Largo. The lake covers 685 acres and is located at approximately 27.865 N and 82.779 W. The lake depth averages about 5.5 feet and is a hypereutrophic freshwater system. The upland dewatering portion of this project is located on land already owned by the County on the eastern side of the lake in the southern lobe. The dewatering site is located at approximately 27.859 N and 82.776 W. The project is expected to have a beneficial impact on the entire lake. The project is in US Congressional District FL-13.
- Approach (How) - Based on sediment and dredge feasibility studies, the portion of this project funded by the Spill Impact Component will remove approximately 96 tons of nitrogen and 22 tons of phosphorus from Lake Seminole and will reduce current nitrogen loadings from Lake Seminole to Boca Ciega Bay by approximately 56 percent. This reduction in nutrients will aid in reducing and/or eliminating the near constant blue-green algae blooms present in the lake. The contractor will use industry standard dredging methods unless special or unexpected circumstances arise. The use of alternative dredging methods will require preapproval by the County. The rationale for creating the DMMA for sediment disposal was two-fold. First, placing the material at the edge of the lake allows for gravity to dewater the dredged sediments thereby saving nearly \$20 million by avoiding trucking material to a landfill. Second, the County is using this material for beneficial reuse by creating land for recreation.
- Supporting Information (Why) - This project has been well studied, including a watershed management plan, a sediment removal feasibility study, conceptual design and permitting, preparation of bid documents, and the review of multiple bids. Pinellas County has received state and federal permits as well as an approved bid for project construction. The Lake Seminole Dredge Project is the top priority recommended, yet final project implemented in the Lake Seminole Restoration Program. The implementation of the dredging project was

sequenced as the last project of the lake restoration, so that other projects aimed at reducing nutrient loads into the lake, habitat restoration, and citizen education were completed prior to dredging. The dredge project was designated by the Lake Seminole Watershed Management Plan (PBS&J, 2001) and the Lake Seminole Reasonable Assurance Plan (PBS&J, 2007) as the most beneficial project for lake restoration. The watershed management plan (WMP), completed in 2001 by PBS&J, focused on the need to drastically improve water quality in the system and recommended six structural components, five management components, two legal components, two public education components, one policy component, and one compliance and enforcement component to achieve that goal. Six years after the WMP was developed, Pinellas County and the Florida Department of Environmental Protection agreed on a Reasonable Assurance Plan (RAP) for the restoration of Lake Seminole. This RAP is focused on conducting specific management actions to improve water quality in the lake to a level that the lake will attain specific water quality goals (PBS&J, 2007). Many of the management activities outlined in the RAP were also recommended in the preceding WMP as key activities for restoration. Prior to starting the dredge project nearly all the recommendations from the WMP and RAP were implemented. The highlighted projects were the creation of five stormwater treatment facilities that use Alum to trap nutrients and sediments before they enter the lake through the major contributing channels, multiple wetland and upland habitat restoration projects, a littoral shelf scraping in the lake that removed peat sediments deposits, improvement of lake flushing by the diversion of water from the adjacent Lake Seminole By-Pass Canal, multiple watershed specific educational campaigns, and the implementation of a County-wide summertime fertilizer ban ordinance (Pinellas County, 2011; Pinellas County, 2014). The rationale for this sequencing was to do everything we could to reduce nutrient laden organic sediment transport into the lake through education and construction of advanced stormwater treatment facilities, while restoring wetlands and priority uplands to better help the lake function naturally.

Design of the Lake Seminole Dredge project began in 2010 and consisted of extensive bathymetry and sediment chemistry analysis (AMEC, 2011). Further in 2014 Pinellas County hired a consultant to conduct a sediment flux study of sediments from the lake. The results of the sediment flux study showed that many areas of organic sediments in Lake Seminole acted as a nutrient source. The areas of organic sediments that were still acting as a nutrient sink were excluded from consideration as dredge areas. Based on the bathymetry, sediment chemistry analysis, and sediment flux study results the County identified 1,200,000 cubic yards of organic sediments in the lake with 903,000 cubic yards of organic sediments meeting the criteria that organic sediments in that area be greater than six inches in depth, exhibit nutrient release, as indicated from the sediment flux study, and sediment chemistry findings showing high concentrations of nutrients in the target sediments.

After rejecting several designs for dewatering and dredging during the design phase, Pinellas County decided up a dewatering design using a dredge material management area (DMMA) on a County owned property adjacent to the lake. This design offered a cost savings in the magnitude of \$20,000,000 and reduced the trucking from over 70,000 truck load trips to a few hundred. In efforts to understand the groundwater connection between the lake and DMMA Pinellas County has installed five long-term groundwater monitoring wells around the perimeter of the DMMA and five in-lake seepage meters near the DMMA. These monitoring stations will provide background, during

construction, and post-construction information on the groundwater leaving the DMMA and entering the lake. During construction and in post-construction, if Pinellas County finds that groundwater entering the lake from DMMA area has elevated nutrients then Pinellas will explore ways to mitigate the groundwater transport. One method for reducing the nutrient content of the groundwater entering the lake would be to create a trench between the DMMA and the lake and filling it with Biosorption Activated Media to help sequester the nutrients prior entering the lake.

The basis for design and the assessment of sediment nutrient concentrations have been described in the following reports:

AMEC. 2011. Lake Seminole Sediment Removal Project Preliminary Design Report. Comprehensive report submitted to the Pinellas County Board of County Commissioners.

AMEC. 2013. Lake Seminole Restoration Project Supporting Documentation Report. Submitted to the Pinellas County Board of County Commissioners. Available [here](#).

PBS&J. 2001. Lake Seminole Watershed Management Plan. Final comprehensive report submitted to the Pinellas County Board of County Commissioners. Available [here](#).

PBS&J. 2007. Lake Seminole Reasonable Assurance Plan. Final comprehensive report submitted to the Pinellas County Board of County Commissioners.

Pinellas County Environmental Management. 2011. Update to the Lake Seminole Reasonable Assurance Plan. Comprehensive report submitted to the Florida Department of Environmental Protection. <https://floridadep.gov/dear/alternative-restoration-plans/content/lake-seminole-reasonable-assurance-plan>

Pinellas County Environmental Management. 2014. Update to the Lake Seminole Reasonable Assurance Plan. Comprehensive report submitted to the Florida Department of Environmental Protection.

Risks and Uncertainties

There are multiple risks associated with conducting this project. Pinellas County, its contractors, and FDEP (permitting agency) have all thoroughly reviewed this project and have placed several process and safety requirements to reduce risks. The main risk revolves around the DMMA structure itself. Accordingly, the structure is to be constructed with third-party construction oversight and testing to ensure that the DMMA is built to design and permitted specifications. Additionally, during operation there are several safety programs in place to minimize risk from inclement weather, structure failure, flooding, piping issues, or other potential problems. These safety programs have been vetted and approved by FDEP and are in place at the work site. There are also several ecological risks associated with this project. First, there is risk of a fluid spill/leak from the dredging vessel, booster pumps, or upland equipment. This has been mitigated by putting the necessary best management practices in place during the project. For example, the dredging vessel will follow all U.S. Coast Guard best management practices to minimize the occurrence of spills and to properly handle spills if they occur. For upland equipment fluid leaks, the contractor will follow all FDEP guidelines and criteria.

See “Supporting Information” section above for more justification of dredging for Lake Seminole water quality improvement. The dredge project is the last in a long line of restoration projects on Lake Seminole aimed to reduce nutrient inputs into the lake and those currently residing in the lake. Related to sea level rise comment, all Pinellas County managed construction projects are required to look at the direct and indirect impacts caused by climate change. For this project, the main concerns related to climate change revolved around the dewatering area and ensuring that, at least through 2100, there would be no direct impact to the area. The lake itself could be impacted by climate change before 2100 and adaptive management will be used should the need arise.

Leveraged funds

The Spill Impact Component award will cover \$1,237,121 of the work, which includes \$1,000,000 for construction/dredging and \$160,000 for post-construction success monitoring and \$77,121 of management, legal, and fiscal agent costs. Pinellas County has secured additional funding assistance from a \$1.5 million 2018 state legislative appropriation and an \$8 million cooperative funding agreement from SWFWMD. The remaining project costs of \$8.2 million will be funded by other County funds committed as a match to the SWFWMD cooperative funding agreement.

Metrics

The metric used to evaluate performance of this project will be: “HM002-BMP Implementation for Nutrient or Sediment Reduction-Lbs. - Nutrients Avoided (Annually)”, but the amount of nutrients removed will actually be the total nitrogen and phosphorus in the sediment dredged from the lake. That nutrient removal will certainly impact nutrient concentrations in the lake and downstream; therefore, nutrient concentrations are the supporting measures.

Pinellas County routinely monitors water quality, phytoplankton biomass and community composition, and habitat communities. This ongoing monitoring program will continue so conditions before, during, and after project completion will be documented. For Lake Seminole, the annual sampling program consists of eight collection periods with four random samples collected each period for a total of 32 samples a year. Each sample is analyzed for total phosphorus, total nitrogen, chlorophyll-a, color, turbidity, total suspended solids, and bacteria presence. In addition, a Hydrolab multiprobe unit will take in situ measurements of temperature, salinity, dissolved oxygen, and conductivity. Much of the rationale behind the water quality monitoring program is associated with County watershed planning initiatives consistent with State Water Policy (Chapter 62-40, Florida Administrative Code (FAC)), and the County Comprehensive Plan. Field sample collections and measurements follow FDEP Standard Operating Procedures as cited in FAC 62-160.

Environmental Compliance

The Gulf Consortium and its subrecipient, Pinellas County, will abide by all local, state, and federal requirements pertaining to environmental compliance. Pinellas County has worked extensively with FDEP to ensure wetland and in-lake compliance during the project. All wetlands have been avoided and appropriate set-backs put in place. Pinellas County conferred with the US Fish and Wildlife Service and FDEP to ensure full compliance with wildlife regulations (e.g. bald eagle nests, gopher tortoises, endangered fauna, etc.). Pinellas County obtained an environmental resource permit through FDEP permit no. 52-0205092-05-EM. Pinellas County also obtained a Nationwide 27 permit through the Army Corp of Engineers, permit no. SAJ-2013-01392 (NW-CMW). See the included Environmental Compliance checklist.

BUDGET NARRATIVE

Budget Narrative

1.0 SUMMARY AND JUSTIFICATION

The entire project budget is \$18,860,000 and is inclusive of design and construction costs. The overall project budget was reduced from an engineer's estimate of \$27,000,000 to the \$18,860,000 by creating the dredged material management area (DMMA) and storing the materials adjacent to the lake.

The Spill Impact Component award will cover \$1,237,121 of the work, which includes \$1,000,000 for construction (dredging) and \$160,000 for post construction success monitoring and data analysis, and \$77,121 for financial/technical management, legal services, and fiscal services.

Pinellas County has secured additional funding assistance from a \$1.5 million 2018 state legislative appropriation and an \$8 million cooperative funding agreement from the Southwest Florida Water Management District (SWFWMD). The remaining project costs of \$8.2 million will be funded by other County funds committed as a match to the SWFWMD cooperative funding agreement.

2.0 PRE-AWARD COSTS

Pre-award costs have been authorized to allow for some of the estimated contractual costs for preparation of grant applications (The Balmoral Group; contracted by the Gulf Consortium for management services) and for development of draft subrecipient agreements (Nabors Giblin & Nickerson; contracted by the Gulf Consortium for legal services). The estimated time for grant application development and subrecipient agreement efforts are 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

TOTAL PRE-AWARD FUNDS REQUESTED
--

\$6,600

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

See subrecipient section.

3.2 FRINGE BENEFITS

See subrecipient section.

3.3 TRAVEL

No travel funding is associated with this award

3.4 CONSTRUCTION and LAND ACQUISITION

NA

3.5 EQUIPMENT

No equipment funding is associated with this award

3.6 SUPPLIES

No supplies funding is associated with this award

3.7 OTHER DIRECT COSTS

No other direct costs funding is associated with this award

3.8 SUBRECIPIENTS

1. *Name of Subrecipient*—Pinellas County
2. *Method of Selection*—The Gulf Consortium established each of Florida’s 23 Gulf Coast counties as SEP project subrecipients; this includes Pinellas County, as reflected in the SEP.
3. *Period of Performance*— duration of project
4. *Scope of Work*— Remove approximately 100,000 cubic yards of organic and nutrient enriched sediments from the bottom of Lake Seminole; monitor and/or model annual nutrient reduction impacts.
5. *Method of Accountability*— The Gulf Consortium management will be responsible for monitoring subrecipient performance to ensure technical and financial accountability. Twice-annual performance and financial reports will be required for subrecipients to deliver to Gulf Consortium management.
6. *Itemized Budget and Justification*— Subrecipient costs for Pinellas County include personnel and fringe for two county staff and three contractual service arrangements for dredging and laboratory sample analysis and post-dredging sediment analysis. The subrecipient’s personnel cost refers to salaries and wages paid to employees of the Pinellas County who are directly involved in grant implementation. Their time spent on project efforts for this grant will be documented separately from time spent on other county duties. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Fringe benefits are based on actual known costs as of January 25, 2019.

Gator Dredging is the prime construction/dredging contractor and will carry out the construction/dredging portion of the project. Gator Dredging was competitively procured in compliance with procurement policies of Pinellas County, which meet all state and federal procurement standards. The contract was awarded on September 17, 2018 and the contract runs through March 2023. The scope of work for the contractor for this portion of the project entails in-lake hydraulic dredging, with dredge material being pumped to the DMMA for disposal. Rob Burnes of Pinellas County Environmental Management is responsible for supervising the contract. Costs for dredging/dewatering are based on a unit cost of \$9.90/ CuYd, which was negotiated with the contractor and is reasonable based on other dredging costs in the state. The contractor will only be paid for the work verified complete on the schedule of values document. The unit costs for dredging/dewatering will ensure that a separate invoice will be provided to only cover the portion of work associated with the \$1,000,000 Spill Impact Component amount for dredging. Based on sediment analysis to quantify nutrient concentrations from dredged material, this project will remove 97.49 tons of TN and 21.95 tons of TP. These are total (not annual) nutrients removed based on removal of approximately 100,000 cubic yards of sediment from Lake Seminole.

Pinellas County Utilities Laboratory will be used for post construction monitoring water quality analysis. Pinellas County Environmental Management has established fees on a per analyte basis in the contract for laboratory services.

Pinellas County Environmental Management intends to hire a consultant to conduct post-dredging sediment analysis to determine nutrient concentrations left in the remaining sediments. This

procurement will be open, competitive, and in full compliance with 2 CFR 200. Rob Burnes of Pinellas County Environmental Management is responsible for supervising the contracts associated with this project.

7. NICRA—NA

Table 1. Subrecipient Personnel Cost Tables: salary and fringe for two staff for environmental monitoring

Position/Role	Duties and Responsibilities	Unit Cost	Unit	% Time (devoted to project)	Quantity	Total	Pre-Award Costs?
Environmental Specialist 3/ Technician (1)	Collect samples; compile reports; ensure QA/QC of all associated data; fulfill grant requirements	\$8,068	Entire Project	4%	Lump Sum	\$8,068	<input type="checkbox"/>
Environmental Specialist 2/ Technicians (2)	Collect samples and enter data	\$20,730	Entire Project	8%	Lump Sum	\$20,730	<input type="checkbox"/>
TOTAL Subrecipient PERSONNEL:						\$ 28,798	

1. Position (s)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
Environmental Specialist 3 (1)	41.49	\$3,344	<input type="checkbox"/>
<i>Environmental Specialist 2 (2)</i>	47.56	\$9,858	<input type="checkbox"/>
TOTAL Subrecipient FRINGE BENEFITS:		\$ 13,202	

Table 2. Subrecipient’s Contractual Cost Estimates

Organization	Description	Amount	Pre-Award Costs?
Gator Dredging	<i>Dredging and dewatering</i>	\$1,000,000	<input type="checkbox"/>
Pinellas County Laboratory	<i>Post Construction monitoring Water quality analysis</i>	\$42,451	<input type="checkbox"/>
TBD	<i>Post Construction monitoring studies</i>	\$75,549	<input type="checkbox"/>
TOTAL Subrecipient Contractor/Consultant Fees:		\$ 1,118,000	

Table 3. Subrecipient’s Total Costs

Organization	Description	Amount	Pre-Award Costs?
Pinellas County	<i>Total Subrecipient costs: Lake Seminole dredging and environmental monitoring and analysis</i>	\$1,160,000	<input type="checkbox"/>
TOTAL SUBRECIPIENT(S):		\$1,160,000	<input type="checkbox"/>

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors Giblin & Nickerson will be the contractors providing management and legal services on this project.

2. *Method of Selection*— The Balmoral Group and Nabors Giblin & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium.
3. *Period of Performance*—duration of project.
4. *Scope of Work*—the scope of work for The Balmoral Group includes: grant application preparation and submission, grant management and subrecipient monitoring, and all post-award reporting. Nabors Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establish of subrecipient agreements. Leon County Clerk will provide fiscal agent services to disburse funds and provide an additional level of financial accountability.
5. *Method of Accountability*—The Gulf Consortium board of directors will be responsible for monitoring consultants. At Consortium board meetings, about 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/yr; 275 hours total), legal services (Nabors Giblin & Nickerson, 120 hours total), and fiscal agent services (3 basis points of total disbursements). Note: only a portion of the total contractual costs for The Balmoral Group and Nabors Giblin & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors Giblin & Nickerson (\$1,500).

Table 4. Gulf Consortium Contractual Costs

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	<i>Grant management, oversight, reporting</i>	\$170/hr	275 hours	\$46,750	<input checked="" type="checkbox"/>
Nabors Giblin & Nickerson	<i>Subrecipient agreements and legal services</i>	\$250/hr	120 hours	\$30,000	<input checked="" type="checkbox"/>
Leon County Clerk	<i>Fiscal agent services</i>	3 basis points	% of total disbursements	\$371	<input type="checkbox"/>
TOTAL CONTRACTUAL:				\$77,121	<input type="checkbox"/>

TOTAL OF DIRECT COSTS **\$1,237,121**

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

No indirect costs are associated with this funding.

TOTAL OF ALLOWABLE INDIRECT COSTS **\$0**

5.0 PROGRAM INCOME

There is no program income associated with this funding.

INCOME ANTICIPATED **\$0**

Budget Narrative Addendum

The total project costs of \$1,160,000 estimated in the SEP are exceeded here in order to accommodate necessary administrative and legal and fiscal costs. There is no change in scope or objectives from what was described in the SEP.

BUDGET SUMMARY

	Amount
Personnel	\$0.00
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Travel	\$0.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$1,237,121.00
Subrecipient	\$1,160,000.00
Pinellas County	\$1,160,000.00
Contractor	\$77,121.00
The Balmoral Group	\$46,750.00
Nabors Giblin & Nickerson	\$30,000.00
Leon County Clerk	\$371.00
Total Direct Costs	\$1,237,121.00
Indirect Charges	\$0.00
Indirect Charges	\$0.00
Total Indirect Costs	\$0.00
Total GCERC Costs	\$1,237,121.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$1,237,121.00
Income	\$0.00
Project (program) income	\$0.00

CASH DRAWDOWN PROJECTION

From:	To:	Cash Projection:	Running Total:
02/19/2019	03/31/2019	\$4,887.50	\$4,887.500
04/01/2019	09/30/2019	\$0.00	\$4,887.500
10/01/2019	03/31/2020	\$36,427.50	\$41,315.000
04/01/2020	09/30/2020	\$502,754.00	\$544,069.000
10/01/2020	03/31/2021	\$252,754.00	\$796,823.000
04/01/2021	09/30/2021	\$252,754.00	\$1,049,577.000
10/01/2021	03/31/2022	\$2,754.00	\$1,052,331.000
04/01/2022	09/30/2022	\$2,754.00	\$1,055,085.000
10/01/2022	03/31/2023	\$2,754.00	\$1,057,839.000
04/01/2023	09/30/2023	\$2,754.00	\$1,060,593.000
10/01/2023	03/31/2024	\$16,507.00	\$1,077,100.000
04/01/2024	09/30/2024	\$16,508.00	\$1,093,608.000
10/01/2024	03/31/2025	\$35,716.00	\$1,129,324.000
04/01/2025	09/30/2025	\$35,717.00	\$1,165,041.000
10/01/2025	03/31/2026	\$36,038.00	\$1,201,079.000
04/01/2026	09/30/2026	\$36,042.00	\$1,237,121.000

Projection Sum:	\$1,237,121.00
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Cash drawdown projections will be updated with each semi-annual financial report.

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	Gulf Consortium management, legal and financial services to ensure project performance and compliance.	11/15/2019	09/30/2026	\$77,121.00	Yes
Dredging and Disposal	Construction	The Contracting Party will conduct all activities necessary to ensure dredging and disposal of material is completed according to E&D plan(s), at cost and on-time. The Contracting Party will complete a construction completion report, and submit to Pinellas County as part of completion of the project. The Contracting Party will conduct all activities necessary to ensure restoration of the DMMA site is completed according to E&D plan(s), at cost and on-time. The Contracting Party will complete a construction completion report, and submit to Pinellas County as part of completion of the project.	11/18/2019	03/30/2023	\$1,000,000.00	Yes
Monitoring and Analysis	Scientific Monitoring and Metrics	Pinellas County will conduct monitoring activities consistent with the Observational Data Plan and the Data Management Plan (see ODP and DMP documents attached to this application). A consultant will also provide sediment analysis.	10/01/2023	09/30/2026	\$160,000.00	Yes

APPROVED METRICS

Template Name:	Habitat Management
Metric Name:	HM002 - BMP implementation for nutrient or sediment reduction - Lbs nutrients avoided (annually)

Baseline	0.00
Current	0.00
Completion	238,880.00

Notes:	
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Observational Data Plan

Project Information

Project name:

16-1: Lake Seminole Sediment Removal

Agency:

The Gulf Consortium; with sub-recipient - Pinellas County Environmental Management

Project phase (planning/implementation):

Implementation

Project phase(s) to which this ODP pertains:

Implementation/ post-implementation

Project ODP point(s) of contact:

Gulf Consortium: Dan Dourte • (407) 629-2185 ext 113 • ddourte@balmoralgroup.us

Pinellas County: Andy Squires • (727) 464-4633 • asquires@pinellascounty.org

Pinellas County: Kelli Hammer Levy • (727) 464-3317 • klevy@pinellascounty.org

Pinellas County: Rob Burnes • (727) 453-3319 • rburnes@pinellascounty.org

Expected observational data collection start and end dates:

Initial baseline assessment and monitoring for the system started in 2003 and will continue until dredging starts. Post construction assessments and monitoring are scheduled to begin once construction is complete, and are anticipated to continue for a period of three years.

Projected estimate of start date for data collection funded by this project: 10/18/2019.

Estimated project end date is 9/30/2026.

Short description of the project location:

The project site is Lake Seminole located in west-central Pinellas County within unincorporated County and the cities of Seminole and Largo. The lake covers 685 acres and is located at approximately 27.865 N and 82.779 W. The lake depth averages about 5.5 feet and is a hypereutrophic freshwater system. The upland dewatering portion of this project is located on land already owned by the County on the eastern side of the lake in the southern lobe. The dewatering site is located at approximately 27.859 N and 82.776 W. The project is expected to have a beneficial impact on the entire lake.

Short description of the overall project construction features:

The purpose of the Lake Seminole Sediment Removal Project is to remove approximately 900,000 cubic yards of organic and nutrient enriched sediments from the bottom of Lake Seminole. Lake sediment removal will be accomplished using a hydraulic dredge with the dredged spoil material being pumped to a Pinellas County–owned upland 30-acre dredged material management area (DMMA) along the east side of the lake. Dredging will be conducted in stages over approximately 3 years to allow for managed on-site spoil dewatering and stockpiling. The dewatered spoil will be retained on-site in the DMMA. Post-project, the area will be capped with sand and considered for multi-use recreational fields or other public uses.

Overall project goals and objectives:

The purpose of the Lake Seminole Sediment Removal Project is to remove approximately 900,000 cubic yards of organic and nutrient enriched sediments from the bottom of Lake Seminole. About 100,000 cubic yards are being removed using Spill Impact Component funds. The objectives of the project are to: (1) reduce nutrient concentrations and improve water quality in Lake Seminole; (2) reduce nutrient loads discharged from Lake Seminole to Long Bayou and Boca Ciega Bay, a segment of the Tampa Bay estuarine system; and (3) increase seagrass coverage in Long Bayou and Boca Ciega Bay by improving estuarine water clarity.

Specific goals and objectives:

Based on sediment and dredge feasibility studies, the Pot 3 portion of the project will remove approximately 97 tons of nitrogen and 22 tons of phosphorus from Lake Seminole and will reduce current nitrogen loadings from Lake Seminole to Boca Ciega Bay by approximately 56 percent. This reduction in nutrients will aid in reducing and/or eliminating the near constant blue-green algae blooms present in the lake.

Identification of Metrics, Associated Measures, and Success Criteria for Each

Metrics to be reported to RAAMS:

- 1) HM002 - BMP Implementation for Nutrient Reduction – Lbs. of Nutrients Avoided (note: the actual amount of nutrients removed is the total Nitrogen and Phosphorus contained in the sediment that will be dredged from the lake).

Nutrient reduction estimates for Measure I and II are conservative values based on sediment chemistry and seepage study analysis. A firm was hired by Pinellas County to conduct both analyses and provide estimates on nutrient reduction potential in each dredge area. Related to the 56% load reduction figure estimated in measures I and II, that is based on analysis conducted using lake discharge volumes and temporally associated water quality data to determine loading estimates. Then predicted post dredging water quality values were modeled using the same discharge data to determine estimated post dredging load estimates.

Success criteria for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (total removed in dredging from spill impact component funds)):

238,880 lbs of total nutrients removed (194,980 lbs of N total; 43,900 lbs of P total in sediment removed).

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Success criteria:

- a. Numeric success criteria: TBD – 56% reduction estimated

Measure II: Concentration of Total Phosphorus (mg/L) total in lake water quality samples.

Success criteria:

- a. Numeric success criteria: TBD – 56% reduction estimated

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

Success criteria:

- a. 238,880 lbs: sum of total N and P in removed/dredged sediment.

Identification and Discussion of the Reference Sites/Conditions

Reference conditions for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients Avoided – total removed)):

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Project will include at least 32 random water quality sampling sites per year, sampled over 8 periods with 8 sites collected per period. The need for additional reference sites or further analysis will be evaluated during the development of the monitoring plan. Additional sites and/or analysis will be incorporated if necessary.

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

Project will include at least 32 random water quality sampling sites per year, sampled over 8 periods with 8 sites collected per period. The need for additional reference sites or further analysis will be evaluated during the development of the monitoring plan. Additional sites and/or analysis will be incorporated if necessary.

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

Reference conditions for total nutrients removed in dredged material will be based on literature values researched from other similar, dredged Florida lakes.

Project will include at least 32 random water quality sampling sites per year, sampled Baseline Condition Sampling/Data Mining Plans

Baseline plan for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (Avoided – total removed)):

The initial/baseline value for total nutrients removed as a result of dredging is zero.

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Baseline conditions have been monitored prior to project implementation. Relevant historic water quality data for Lake Seminole will be retrieved from the Pinellas County Ambient Water Quality Monitoring Program data archive and supplemented with additional data from STORET and/or WIN. Results of any previous Lake Vegetation Index (LVI) or biological assessments will be obtained from Pinellas County Environmental Management records.

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

Baseline conditions have been monitored prior to project implementation. Same as above for Total N concentration.

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

Baseline conditions for total nutrients removed in dredged material will be zero as dredging has not yet begun.

Potential Corrective Actions

Corrective actions for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (Avoided – total removed)):

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Post construction monitoring data will be used to determine total nutrient reductions, total phosphorus and total nitrogen, realized as a result of the project. Results will be compared to corresponding success criteria. Failure to meet predetermined criteria will result in a number of potential corrective actions. Reductions in water column nutrient concentrations are expected to lag behind construction implementation as the lake adjusts to its new state and biological forces are stabilized. Initial pollution reduction goals were based on extensive in-lake sediments analysis as part of the design and permitting phase of the Lake Seminole Sediment Removal Project. Other potential corrective actions include the following: 1) ACTION - Confirm all alum treatment stormwater systems are operating correctly. RESPONSE - Require contractor to address discrepancies with removal efficiencies. 2) ACTION – Confirm no new significant sources of nutrients (e.g. illicit connections, illegal dumping, failing septic tanks, etc.) has been added/being added to the system. RESPONSE - Locate and eliminate new significant sources through enforcement of state and local laws / ordinances. 3) ACTION – Evaluate the need for additional stormwater treatment systems to capture and treat stormwater prior to entering the lake. RESPONSE – Conduct further studies to determine the need for additional stormwater treatment facilities within the Lake Seminole watershed.

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

Same as above for Total N concentration corrective actions.

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

Total nutrients removed in dredged material is based on dredged volumes and concentrations from historical sediment analysis in Lake Seminole. If less than the expected approximately 100,000 cubic yards of dredged material is removed, this will initiate coordination with the dredging contractor to ensure that the contracted dredged volume is achieved.

Observational Data Collection

Plan for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (Avoided – total removed))

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Purpose:

Determine reduction in nitrogen concentrations from the Lake Seminole Sediment Removal Project. Thus allowing for less nitrogen to be available for use by algae.

Methods:

Field activities will follow FDEP standard operating procedures (SOPs) for collection and analysis for nutrient concentrations. Samples will be analyzed by a NELAC certified laboratory according to U.S. Environmental Protection (EPA) methods (when applicable).

Schedule/Timing and Frequency:

Project will include preconstruction monitoring to determine baseline nitrogen concentrations. Post construction monitoring will begin once the dredging has completed. Post construction monitoring will be conducted eight times a year for a period of three years

Sample Size:

A minimum of 32 samples a year will be collected in Lake Seminole.

Site Locations:

TBD

Quality Assurance and Quality Control:

Quality will incorporate by reference the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) for field activities. Following FDEP SOPs will assure accuracy of all field measurements and integrity of samples collected. The quality assurance plan will also require all samples to be analyzed by a NELAC certified laboratory. NELAC certification will assure accuracy of laboratory analysis. Additional quality control requirements such as equipment, field, method, and instrument blanks; matrix spikes and matrix spike duplicates; and other check standards will be included.

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

Purpose:

Determine reduction in phosphorus concentrations from the Lake Seminole Sediment Removal Project. Thus allowing for less phosphorus to be available for use by algae.

Methods:

Field activities will follow FDEP standard operating procedures (SOPs) for collection and analysis for nutrient concentrations. Samples will be analyzed by a NELAC certified laboratory according to U.S. Environmental Protection (EPA) methods (when applicable).

Schedule/Timing and Frequency:

Project will include preconstruction monitoring to determine baseline phosphorus concentrations. Post construction monitoring will begin once the dredging has completed. Post construction monitoring will be conducted eight times a year for a period of three years.

Sample Size:

A minimum of 32 samples a year will be collected in Lake Seminole.

Site Locations:

TBD

Quality Assurance and Quality Control:

A project specific quality assurance plan will be developed prior to implementation of any monitoring activities. The plan will incorporate by reference the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) for field activities. Following FDEP SOPs will assure accuracy of all field measurements and integrity of samples collected. The quality assurance plan will also require all samples to be analyzed by a NELAC certified laboratory. NELAC certification will assure accuracy of laboratory analysis. The quality assurance plan will also include additional quality control requirements such as equipment, field, method, and instrument blanks; matrix spikes and matrix spike duplicates; and other check standards.

A project specific quality assurance plan will be developed prior to implementation of any monitoring activities. The plan will incorporate by reference the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) for field activities. Following FDEP SOPs will assure accuracy of all field measurements and integrity of samples collected. The quality assurance plan will also require all samples to be analyzed by a NELAC certified laboratory. NELAC certification will assure accuracy of laboratory analysis. Additional quality control requirements such as equipment, field, method, and instrument blanks; matrix spikes and matrix spike duplicates; and other check standards will be included.

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

Purpose:

Determine the total nutrients (sum of nitrogen and phosphorus) removed in the sediment dredged from Lake Seminole.

Methods:

Calculate the total nutrients removed:

$(N \text{ concentration in dredged materials from Lake Seminole sediment analysis}) \times (\text{volume of sediment dredged as measured by dredging service provider}) + (P \text{ concentration in dredged materials from Lake Seminole sediment analysis}) \times (\text{volume of sediment dredged as measured by dredging service provider})$

Schedule/Timing and Frequency:

Once, after dredging is completed

Sample Size:

1 calculated amount

Site Locations:

Project location.

Quality Assurance and Quality Control:

The calculations will be checked by Pinellas County and the Gulf Consortium to ensure the numbers are correct; revisions will be made as needed.

Anticipated Statistical Analysis

Analysis for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (Avoided – total removed)):

The core statistical trend used for this project will be the seasonal Kendall Tau Test for Trend. This will be used for both Measure I and Measure II. This will allow us to look at multi-year trends to determine statistically significant changes in water chemistry values. Implementation of the procedure follows the description provide by Reckhow et al. (1993). This procedure is based upon Kendall Tau Fortran programs developed by the United States Environmental Protection Agency and available from the USEPA Laboratory in Corvallis, Oregon. Janicki Environmental has developed software for Pinellas County to drive these Fortran programs and summarize the output for reporting using Statistical Analysis Systems. The “seasonal” aspect of the test was defined by the eight sampling periods currently used by Pinellas County for conducting their routine monitoring.

Other statistical analysis will include, but not be limited to, calculating the annual geometric mean of certain parameters to compare against regulatory standards, time series analysis, correlation analysis.

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

Baseline nitrogen concentrations will be compared to post construction concentrations.

Statistical differences, if present, will be identified. Annual post construction data will be evaluated for trends. See above description of Kendall Tau test for trend.

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

Baseline phosphorus concentrations will be compared to post construction concentrations. Statistical differences, if present, will be identified. Annual post construction data will be evaluated for trends. See above description of Kendall Tau test for trend.

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

No statistical analysis expected for Measure III.

Unforeseen Event Contingency

Contingency plans will be determined by subrecipient and Gulf Consortium personnel as the project proceeds.

Contingency plans for Metric 1 (HM002 - BMP Implementation for Nutrient Reduction – Lbs of Nutrients (Avoided – total removed)):

Measure I: Concentration of Total Nitrogen (mg/L) in lake water quality samples.

TBD

Measure II: Concentration of Total Phosphorus (mg/L) in lake water quality samples.

TBD

Measure III: Lbs of Nutrients (total removed in dredging from spill impact component funds)

TBD

Consistency with Local or Regional Planning/Monitoring Efforts

This project has been well studied, including a watershed management plan, a sediment removal feasibility study, conceptual design and permitting, preparation of bid documents, and the review of multiple bids. Pinellas County has received state and federal permits as well as an approved bid for project construction. The basis for design and the assessment of sediment nutrient concentrations have been described in the following reports:

AMEC. 2011. Lake Seminole Sediment Removal Project Preliminary Design Report. Comprehensive report submitted to the Pinellas County Board of County Commissioners.

AMEC. 2013. Lake Seminole Restoration Project Supporting Documentation Report. Submitted to the Pinellas County Board of County Commissioners. Available [here](#).

PBS&J. 2001. Lake Seminole Watershed Management Plan. Final comprehensive report submitted to the Pinellas County Board of County Commissioners. Available [here](#).

PBS&J. 2007. Lake Seminole Reasonable Assurance Plan. Final comprehensive report submitted to the Pinellas County Board of County Commissioners.

Pinellas County Environmental Management. 2011. Update to the Lake Seminole Reasonable Assurance Plan. Comprehensive report submitted to the Florida Department of Environmental Protection. <https://floridadep.gov/dear/alternative-restoration-plans/content/lake-seminole-reasonable-assurance-plan>

Pinellas County Environmental Management. 2014. Update to the Lake Seminole Reasonable Assurance Plan. Comprehensive report submitted to the Florida Department of Environmental Protection.

Observational Data Collection and Reporting Budget

Data collected will be used to evaluate overall project performance. Data analysis will determine statistical significance of differences between observed results. Annual observational data reports will be developed and submitted in compliance with the grant reporting cycle as outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions and Part IV, Chapter II, Section G of the Recipient Guidance. Following completion of all data collection a final observational data report will be prepared and distributed.

Estimated total budget for observational data collection:

\$160,000

BMP Effectiveness and Surface Water Quality Monitoring supporting Metrics 1-3:

- Personnel - \$28,798
- Fringe Benefits- \$13,202
- Contractual for monitoring and analysis - \$118,000 (post monitoring costs)

Estimated total budget for observational data reporting:

\$160,000

Estimated budget for contingency monitoring:

TBD

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

Described above.

Observational data reporting costs:

NA

Contingency monitoring:

NA

Data Review and Reporting

Twice-annual reports will be developed through collaboration of Gulf Consortium management staff and subrecipient personnel in order to measure progress towards project goals and objectives.

Literature Cited

AMEC-BCI, 2011. Lake Seminole Sediment Removal Project Preliminary Design Report. Final Report submitted to Pinellas County.

Reckhow, K. K Hepford and W. Warren Hicks. 1993. Statistical method for the analysis of lake water quality trends. EPA 841-R-93-003

Data Management Plan

Project Information

Project name:

16-1: Lake Seminole Sediment Removal

Agency:

Pinellas County Environmental Management (implementing organization)

Project phase(s) to which this DMP pertains:

Implementation and Post-Implementation

Data Steward(s):

The Gulf Consortium: Dan Dourte • (407) 629-2185 ext 113 • ddourte@balmoralgroup.us

Pinellas County: Rob Burnes • (727) 453-3149 • rburnes@pinellascounty.org

Pinellas County: Natasha Dickrell • (727) 464-4019 • ndickrell@pinellascounty.org

Expected data collection start date:

Initial baseline assessment and monitoring for the system started in 2003 and will continue until dredging starts (July/August 2019).

Expected data collection end date:

Post construction assessments and monitoring are scheduled to begin once construction is complete, and are anticipated to continue for a period of three years.

Estimated project start date is 10/18/2019.

Estimated project end date is 9/30/2026.

Brief project description:

The purpose of the Lake Seminole Sediment Removal Project is to remove organic and nutrient enriched sediments from the bottom of Lake Seminole. Lake sediment removal will be accomplished using a hydraulic dredge with the dredged spoil material being pumped to a Pinellas County–owned upland 30-acre dredged material management area (DMMA) along the east side of the lake. Dredging will be conducted in stages over approximately 3 years to allow for managed on-site spoil dewatering and stockpiling. The dewatered spoil will be retained on-site in the DMMA. Post-project, the area will be capped with sand and considered for multi-use recreational fields or other public uses.

Project location:

The project site is Lake Seminole located in west-central Pinellas County within unincorporated County and the cities of Seminole and Largo. The lake covers 685 acres and is located at approximately 27.865 N and 82.779 W. The lake depth averages about 5.5 feet and is a hypereutrophic freshwater system. The upland dewatering portion of this project is located on land already owned by the County on the eastern side of the lake in the southern lobe. The dewatering site is located at approximately 27.859 N and 82.776 W. The project is expected to have a beneficial impact on the entire lake.

General description of data collection activities (methods, sampling frequency, etc.):

The project is anticipated to generate the following types of information/data: contracts and financial information, as-built plans and submittals, regulatory, monitoring data, and reports. Data collected will support evaluation of project specific metrics. Each type of information will have different collection methods and frequencies.

Concentration of Total Phosphorus and Total Nitrogen (mg/L) in lake water quality samples will be measured at least 8 times per year for about 3 years post-dredging. The calculated total nutrients removed will be quantified upon dredging completion (frequency: once; duration: before end of project).

All data will be delivered to RESTORE Council through its grants management system, and all data types will be made publicly accessible by the Gulf Consortium on a data/resources webpage.

Contracts and financial information will be generated for services for construction contractors. Data will also include consultant selection information and contractor bid documentation. Data will be collected, organized, and archived as it is generated.

As-Built Plans and submittals will be generated as part of the project construction phase. Data type includes all supporting information, including boundary and topographic surveys, geotechnical work, stormwater calculations, etc. Data will be collected, organized, and archived as it is generated.

Regulatory related information/data will be generated during the construction phase. Data will include all supporting documentation including permit submittals, as-built plans, and requests for additional information. Data will be collected, organized, and archived as it is generated.

Monitoring data will be generated for preconstruction monitoring and annual post construction monitoring. Data will be collected according to the approved monitoring plan. Data collection methods will follow Florida Department of Environmental Protection (FDEP) standard operating procedures (SOPs). Project is expected to generate water quality data to be used to calculate event mean concentrations (EMCs) and pollutant removal efficiencies for total nitrogen, total phosphorous, sediment, etc. Project is also expected to generate lake vegetation data in the form of Lake Vegetation Index (LVI) surveys. Data will be geospatially associated with collection locations. Laboratory data will include all associated QC information. Data will be collected, organized, and archived as it is generated.

Reports will be generated annually and otherwise as needed. Reports will evaluate and summarize other data types.

Estimated budget for data management:

Pinellas County is managing the project data at no charge.

Location of costs in the Overall Project Budget, Budget Narrative, and/or Milestones:

NA

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes. Data will be stored and archived by the Gulf Consortium and the subrecipient.

If yes, describe how this project's data and metadata will be:

1) **Stored**

The Gulf Consortium will store all project data and reports on its servers. Additionally, Pinellas County will work with the State of Florida for data generated as a result of the project to be stored, archived, and made available to the Council. Geospatial data will be stored in SQL database format file geodatabase ESRI GIS platform available through traditional ARC Info/ArcGIS format. Metadata will meet federal geographic data guidelines.

2) **Archived**

Data will be archived by date by the County and the Consortium and made available in a variety of standard GIS map services. Spatial integrity will be maintained consistent with standard GIS practices.

3) **Made available to others (including delivery to the Council)**

Project data will be made available to Council by the Gulf Consortium using the Council's grant management system.

4) **Protected from exposure, if sensitive in nature**

N/A

If no, describe how you will ensure items 1-3 above are accomplished:

N/A

Will project data/metadata use digital object identifiers (DOIs)?:

N/A

Observational Data Types

Data type 1:

Geospatial data (project boundary, key design features, septic tank locations, monitoring data)

GIS representation:

Project boundary and some key project features will be captures as polygons. Monitoring data will be associated with point features.

Projection:

NAD 1983 HARN/State Plane/Florida West FIPS 0902 Feet

Horizontal and vertical datum:

Horizontal: NAD 1983 HARN/State Plane/Florida West FIPS 0902 Feet

Vertical: NGVD88

GIS POC:

Gulf Consortium: Dan Dourte, 165 Lincoln Avenue, Winter Park, FL 32789 • (407) 629-2185 ext. 113 •

ddourte@balmoralgroup.us

Pinellas County: Rob Burnes, Major Co-Investigator Pinellas County, FL 22211 US Hwy 19N Bldg 10 Clearwater FL, 33765 • (727) 453-3149 • rburnes@pinellascounty.org

Frequency of collection:

Project boundary and key project features were captured with the final design and will be updated with the as-builts. Random monitoring locations will be created as sites are determined with the approved monitoring plan.

Duration of collection:

Post construction monitoring will continue for three years following completion of the project.

Data storage format:

Field geodatabases, shapefiles, Pinellas County Water Quality Laboratory Information Management System (LIMS), WIN database; delivered to RESTORE Council through its grants management system, posted on the web on a resources/data page by the Gulf Consortium.

Units:

Feature areas will be calculated in sq. ft.

Data type 2:

Water quality monitoring data and calculated total nutrient removal.

GIS representation:

Monitoring data and nutrient removal calculations will be associated with point features.

Projection:

NAD 1983 HARN/State Plane/Florida West FIPS 0902 Feet

Horizontal and vertical datum:

Horizontal: NAD 1983 HARN/State Plane/Florida West FIPS 0902 Feet

Vertical: NGVD88

GIS POC:

Gulf Consortium: Dan Dourte, 165 Lincoln Avenue, Winter Park, FL 32789 • (407) 629-2185 ext. 113 • ddourte@balmoralgroup.us

Pinellas County: Rob Burnes, Major Co-Investigator Pinellas County, FL 22211 US Hwy 19N Bldg 10 Clearwater FL, 33765 • (727) 453-3149 • rburnes@pinellascounty.org

Frequency of collection:

Estimated 8 times per year.

Duration of collection:

Post construction monitoring will continue for three years following completion of the project.

Data storage format:

Shapefiles, Pinellas County Water Quality Laboratory Information Management System (LIMS), WIN database, and spreadsheet for calculated total nutrient removal. Data will be delivered to RESTORE Council through its grants management system, posted on the web on a resources/data page by the Gulf Consortium

Units:

- Monitoring Locations – North and East using U.S. survey foot, latitude and longitude
- Total nutrients removed in dredged material – lbs of TN and TP summed
- In-Situ Parameters
 - Temperature – degrees Celsius
 - Conductivity – $\mu\text{S}/\text{cm}$
 - pH – standard units
 - Dissolved Oxygen – mg/L, percent saturation
- Laboratory Parameters
 - Total Nitrogen – mg/L,
 - Total Phosphorous – mg/L,
 - Bacteria – most probable number (MPN) of colony forming units (CFU) / 100 mL
 - Chlorophyll-a- mg/L
 - Turbidity – Nephelometric Turbidity Units (NTUs)
 - Biochemical Oxygen Demand- mg/L
 - Color- Platinum Cobalt Units
 - Alkalinity- mg/L

Data type 3:

Non-geospatial data (contracts and financial information, plans and specifications (design), plans and specifications (monitoring), regulatory, and reports)

GIS representation:

n/a

Projection:

n/a

Horizontal and vertical datum:

n/a

GIS POC:

n/a

Frequency of collection:

Contracts and financial information will be generated as contracts are executed and as payment is made for services necessary for the implementation of the project. Construction submittals will be developed at regular intervals, as needed. As-builts will be submitted once following construction. The monitoring plan will be adopted prior to post-construction monitoring. Regulatory data will be generated throughout the project. All necessary permits have been received prior to construction.

Duration of collection:

Reports will be submitted to the Council twice-annually for the duration of the project.

Data storage format:

PDF and others as required; data will be delivered to RESTORE Council through its grants management system, posted on the web on a resources/data page by the Gulf Consortium.

Units:

N/a

ATTACHMENT B

SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below. The only special award conditions imposed pursuant to this subaward are those imposed by the Gulf Coast Ecosystem Restoration Council pursuant to Financial Assistance Award No. GNTSP20FL0091 (Attachment A hereto).

2. Reason why the additional requirements are being imposed:

3. Nature of the action needed to remove the additional requirement (if applicable):

4. Time allowed for completing the actions (if applicable):

5. The method for requesting reconsideration of the additional requirements imposed:

Subrecipient shall abide by the Special Award Conditions attached to Financial Assistance Award No. GNTSP20FL0091 (Attachment A hereto).

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000.00 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.